

Notice of Amendments relating to BOC Credit Card

Effective from 1 November 2017 (“Effective Date”), the following major amendments will be made to corresponding Credit Card User Agreement, Commercial Card User Agreement and BOC Credit Card Gift Redemption Program Terms & Conditions:

| Clause | Details of Amendments |
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| Credit Card User Agreement | |
| Clause 1.1 | <p>The current clause 1.1 about the expressions of "Connected Parties" will be replaced as follow:</p> <p>1.1 "Connected Parties" means a director/ supervisor/ chief executive/ senior management and key staff/ chairman of committee/ head of department/ head of branch/ lending officer/ controller (holdings 5% or more shareholding alone or together with associates who are controllers) of Bank of China (Hong Kong) Limited (“BOCHK”) or Bank of China Limited (including their subsidiaries and branches) or BOCHK’s subsidiaries, affiliates and other entities over which BOCHK is able to exert control or controller/ minority shareholder controller/ director/ senior management and key staff of such subsidiaries, affiliates and other entities or being any firm, partnership or non-listed company which any of the aforesaid persons or their relatives is/ are able to control. The customer's guarantor is any controller, minority shareholder controller or director of BOCHK or their relative.</p> |
| Clause 3.10 | <p>A new sub-clause 3.10 will be added to clause 3 as follow:</p> <p>3.10 Instalment Purchase Payment Plan</p> <p>(a) Upon the application of the instalment purchase payment plan for the purchase of goods/services (“IPP”) by the Cardholder and subject to the approval of the Company (in its discretion), the Cardholder irrevocably authorizes the Company to pay to the merchant the aggregate interest-free purchase instalment amount (“Interest-free Purchase Instalment Amount”) for the Cardholder’s</p> |

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| | <p>purchase of the relevant goods/services (in such manner as may be agreed between the merchant and the Company) and to debit the Account in the number of instalments as show on the relevant sales slip/written confirmation.</p> <p>(b) The Interest-free Purchase Instalment Amount shall be repaid by equal monthly instalments (the “Monthly Instalments” and each a “Monthly Instalment”) which shall be confirmed in the relevant written confirmation or the slip and such amount shall be rounded up to the nearest cent.</p> <p>(c) The first Monthly Instalment shall be debited to the Account at the time when the IPP has been approved. Each subsequent Monthly Instalment shall be debited on the first working day after the subsequent next statement date provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Instalment shall be debited on the last day of that calendar month or if such day is not a working day for the Company or the relevant Monthly Instalment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.</p> <p>(d) At the time when the IPP has been approved, the available credit limit in the Account shall be reduced (if not yet reduced) by the Interest-free Purchase Instalment Amount and shall be increased by the Monthly Instalment amount repaid to the Account.</p> <p>(e) The Cardholder may by written notice apply for early repayment of all but not the part of the outstanding Monthly Instalments. Upon approval of such application, the Company shall debit all outstanding Monthly Instalments, early repayment administration fee (if any) to the Account.</p> <p>(f) Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its</p> |
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| | <p>interest, the Company shall be entitled to debit all of the outstanding Monthly Instalments to the Account at any time without prior notice to the Cardholder.</p> <p>(g) In the event the Cardholder executes an Interest-free Purchase Instalment Program (“Program”) Direct Debit Authorization Form (“DDA Form”) for application of designated IPP under the Program, the Cardholder shall be subject to the terms and conditions of the DDA Form which shall prevail to the standard Clauses of this Agreement to the extent of any inconsistency. The Cardholder acknowledges that the chargeback provisions of card organizations shall not be applicable to the designated IPP under Program which is not a normal credit card transaction.</p> |
| <p>Clause 14.1</p> | <p>The current clause 14.1 will be replaced as follow:</p> <p>14.1 The Cardholder acknowledges that liabilities of the Cardholder to the Company hereunder may be settled in a variety of ways. The Cardholder hereby irrevocably authorizes and instructs Bank of China (Hong Kong) Limited, (the “Bank”) with which he/she may have account(s) to debit and pay to the Company the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Cardholder to the Company hereunder without prior notice to the Cardholder upon request of the Company. The Cardholder agrees that the Company may disclose the aforesaid authorization and instruction to the Bank and the Cardholder shall, at his/her own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within his/ her power to implement this authorization and instruction. The Cardholder further agrees that the Bank acting in reliance upon this Clause 14 shall not be liable for any loss suffered by the Cardholder and the Company shall not be liable for any overdraft interest</p> |

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| | and/or handling charges arising out of the Bank acting in reliance upon this Clause 14. |
| Clause 16.3 | <p>The current clause 16.3 will be replaced as follow:</p> <p>16.3 Except to the extent that any such loss and liability of the transactions mentioned in this Clause 16.3 is attributable to the fraud, negligence or wilful default on the part of the Company, the Cardholder shall be responsible for all transactions and (subject to Clause 9.2, where applicable) the Cardholder shall be liable to indemnify the Company against for all losses and liabilities, reasonable costs and expenses arising from or in connection with the use of the Card at any Electronic Devices by any person whomsoever, whether or not:-</p> <ul style="list-style-type: none"> (a) such use is authorized or otherwise approved by the Cardholder; (b) the Cardholder is at the material time aware of such use; (c) such use is against the wish of the Cardholder; (d) such use is the result of or otherwise involves any criminal activity whatsoever including (without limitation) illegitimate violence or threat of imminent illegitimate violence, criminal intimidation, or deception in any form, on the part of any person whomsoever; or (e) the Cardholder has notified the Company or any law enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore referred to. |
| Clause 18.6 | <p>The current clause 18.6 will be replaced as follow:</p> <p>18.6 The Cardholder shall notify the Company promptly in writing of any change in the information provided to the Company in the application form pursuant to which the Card is issued including but not limited to any change of employment or business and of residential or correspondence address. The Cardholder agrees to notify the Company promptly in writing if he/she is or</p> |

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| | becomes a Connected Party as defined in Clause 1.1. |
| Clause 22.8 | <p>A new clause 22.8 will be added as follow:</p> <p>22.8 Third Party Rights</p> <p>(a) Subject to Clause 22.8(c), a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) (the “Third Parties Ordinance”) to enforce or to enjoy the benefit of any term of this Agreement.</p> <p>(b) Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.</p> <p>(c) Any director, officer, employee, affiliate or agent of the Company may, by virtue of the Third Parties Ordinance, rely on any provision of this Agreement (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.</p> |
| Commercial Card User Agreement | |
| Clause 1.1 | <p>The current clause 1.1 about the expressions of "Connected Parties" will be replaced as follow:</p> <p>1.1 “Connected Parties” means a director/ supervisor/ chief executive/ senior management and key staff/ chairman of committee/ head of department/ head of branch/ lending officer/ controller (holdings 5% or more shareholding alone or together with associates who are controllers) of Bank of China (Hong Kong) Limited (“BOCHK”) or Bank of China Limited (including their subsidiaries and branches) or BOCHK’s subsidiaries, affiliates and other entities over which BOCHK is able to exert control or controller/ minority shareholder controller/ director/ senior management and key staff of such subsidiaries, affiliates and other entities or being any firm, partnership or non-listed company which any of the aforesaid persons or their relatives is/ are able to control. The customer's director, partner, manager or agent is BOCHK or any of its controller or minority shareholder controller or</p> |

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| | <p>director or their relative. The customer's guarantor is any controller, minority shareholder controller or director of BOCHK or their relative.</p> |
| <p>Clause 3.4</p> | <p>The current clause 3.4 will be replaced as follow:</p> <p>3.4 All Charges incurred in all card transactions effected by the use of the Card in HKD shall be posted into the HKD Account. All Charges incurred in all card transactions effected by the use of the Card in currencies other than HKD or CNY shall be posted into the HKD Account after conversion into HKD at the prevailing rate of exchange determined by reference to the rate of exchange adopted by CUP/BOCHK on the date of conversion plus a handling fee (if applicable) charged by the Company as set out in the Fees Schedule.</p> |
| <p>Clause 3.7</p> | <p>A new sub-clause 3.7 will be added to clause 3 as follow:</p> <p>3.7 Instalment Purchase Payment Plan</p> <p>(a) Upon the application of the instalment purchase payment plan for the purchase of goods/services (“IPP”) by the Cardholder and subject to the approval of the Company (in its discretion), the Cardholder irrevocably authorizes the Company to pay to the merchant the aggregate interest-free purchase instalment amount (“Interest-free Purchase Instalment Amount”) for the Cardholder’s purchase of the relevant goods/services (in such manner as may be agreed between the merchant and the Company) and to debit the Account in the number of instalments as show on the relevant sales slip/written confirmation.</p> <p>(b) The Interest-free Purchase Instalment Amount shall be repaid by equal monthly instalments (the “Monthly Instalments” and each a “Monthly Instalment”) which shall be confirmed in the relevant written confirmation or the slip and such amount shall be rounded up to the nearest cent.</p> <p>(c) The first Monthly Instalment shall be debited to the Account at the time when the IPP has been approved.</p> |

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| | <p>Each subsequent Monthly Instalment shall be debited on the first working day after the subsequent next statement date provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Instalment shall be debited on the last day of that calendar month or if such day is not a working day for the Company or the relevant Monthly Instalment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.</p> <p>(d) At the time when the IPP has been approved, the available credit limit in the Account shall be reduced (if not yet reduced) by the Interest-free Purchase Instalment Amount and shall be increased by the Monthly Instalment amount repaid to the Account.</p> <p>(e) The Cardholder may by written notice apply for early repayment of all but not the part of the outstanding Monthly Instalments. Upon approval of such application, the Company shall debit all outstanding Monthly Instalments, early repayment administration fee (if any) to the Account.</p> <p>(f) Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all of the outstanding Monthly Instalments to the Account at any time without prior notice to the Cardholder.</p> <p>(g) In the event the Cardholder executes an Interest-free Purchase Instalment Program (“Program”) Direct Debit Authorization Form (“DDA Form”) for application of designated IPP under the Program, the Cardholder shall be subject to the terms and conditions of the DDA Form which shall prevail to the standard Clauses of this Agreement to the extent of any inconsistency. The Applicant and Cardholder acknowledge that the chargeback provisions of card organizations shall not be applicable to the designated IPP under Program which is</p> |
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| | not a normal credit card transaction. |
| Clause 4.2 | <p>The current clause 4.2 will be replaced as follow:</p> <p>4.2 The Cardholder shall strictly observe the credit limit, cash advance limit and the daily cash advance limit, if applicable, imposed by the Company from time to time and shall not use the Card in excess of such credit limit and/or cash advance limit and/or daily cash advance limit. Breach of this Clause 4.2 shall not in any way reduce or discharge the liability of the Cardholder and the Applicant for payment of any Charge arising as a result of such breach and the Company shall be entitled to charge a handling fee at the rate as set out in the Fees Schedule.</p> |
| Clause 14.1 | <p>The current clause 14.1 will be replaced as follow:</p> <p>14.1 The Applicant acknowledges that liabilities of the Applicant to the Company hereunder may be settled in a variety of ways. The Applicant hereby irrevocably authorizes and instructs the Bank of China (Hong Kong) Limited (the “Bank”) with which it may have account(s) to debit and pay to the Company the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Applicant due to the Company hereunder without prior notice to the Applicant upon request of the Company. The Applicant agrees that the Company may disclose the aforesaid authorization and instruction to the Bank and the Applicant shall, at its own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this authorization and instruction. The Applicant further agrees that the Bank acting in reliance upon this Clause 14.1 shall not be liable for any loss suffered by the Applicant and the Company shall not be liable for any overdraft interest and/or handling charges</p> |

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| | <p>arising out of the Bank acting in reliance upon this Clause 14.1.</p> |
| <p>Clause 14.2</p> | <p>The current clause 14.2 will be replaced as follow:</p> <p>14.2 The Cardholder acknowledges that liabilities of the Cardholder to the Company hereunder may be settled in a variety of ways. The Cardholder hereby irrevocably authorizes and instructs the Bank with which he/she may have account(s) to debit and pay to the Company the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Cardholder to the Company hereunder without prior notice to the Cardholder upon request of the Company. The Cardholder agrees that the Company may disclose the aforesaid authorization and instruction to the Bank and the Cardholder shall, at his/her own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within his/ her power to implement this authorization and instruction. The Cardholder further agrees that the Bank acting in reliance upon this Clause 14.2 shall not be liable for any loss suffered by the Cardholder and the Company shall not be liable for any overdraft interest and/or handling charges arising out of the Bank acting in reliance upon this Clause 14.2.</p> |
| <p>Clause 16.3</p> | <p>The current clause 16.3 will be replaced as follow:</p> <p>16.3 Except to the extent that any such loss and liability of the transactions mentioned in this Clause 16.3 is attributable to the fraud, negligence or wilful default on the part of the Company, the Cardholder shall be responsible for all transactions and (subject to Clause 9.2, where applicable) the Cardholder shall be liable to indemnify the Company against for all losses and liabilities, reasonable costs and expenses arising from or in connection with the use of the Card at any Electronic</p> |

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| | <p>Devices by any person whomsoever, whether or not:-</p> <ul style="list-style-type: none"> (a) such use is authorized or otherwise approved by the Cardholder; (b) the Cardholder is at material time aware of such use; (c) such use is against the wish of the Cardholder; (d) such use is the result of or otherwise involves any criminal activity whatsoever including (without limitation) illegitimate violence or threat of imminent illegitimate violence, criminal intimidation, or deception in any form, on the part of any person whomsoever; or (e) the Cardholder has notified the Company or any law enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore referred to. |
| <p>Clause 18.6</p> | <p>The current clause 18.6 will be replaced as follow:</p> <p>18.6 Each of the Cardholder and the Applicant shall notify the Company promptly in writing of any change in the information provided to the Company in the application form pursuant to which the Card is issued including but not limited to any change of employment or business and of business, residential or correspondence address. The Cardholder and the Applicant agree to notify the Company promptly in writing if he/she/it is or becomes a Connected Party as defined in Clause 1.1.</p> |
| <p>Clause 22.8</p> | <p>A new clause 22.8 will be added as follow:</p> <p>22.8 Third Party Rights</p> <ul style="list-style-type: none"> (a) Subject to Clause 22.8(c), a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) (the “Third Parties Ordinance”) to enforce or to enjoy the benefit of any term of this Agreement. (b) Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time. (c) Any director, officer, employee, affiliate or agent of the |

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| | <p>Company may, by virtue of the Third Parties Ordinance, rely on any provision of this Agreement (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.</p> |
| <p>BOC Credit Card Gift Redemption Program Terms and Conditions</p> | |
| <p>Clause 3</p> | <p>The current clause 3 will be replaced as follow (Effective 3 Jan 2018):</p> <p>3. Subject to the requirements stated thereafter, Cardholder of eligible Credit Card who successfully conducts any one of the eligible transactions set out below will entitle to participate in the Program:</p> <ul style="list-style-type: none"> (a) Retail Purchase# (b) Cash Before Card Service (c) Online bill payment (Only applicable to BOC Visa Infinite Card, BOC CUP Dual Currency Diamond Card, BOC World MasterCard, BOC Visa Signature Card, BOC Platinum Credit Card, BOC Titanium Credit Card or BOC Commercial Credit Card#) (d) “JET Payment” Service# (e) Octopus Automatic Add Value Service# <p>Cardholder is entitled to earn 1 Rewards Gift Point ("Gift Point") for every HK\$1 spent or for every RMB1 spent with BOC CUP Dual Currency Credit Card (charges of annual fee, any handling fee, cash advance, balance transfer and cash instalment plan are not entitled to earn Gift Point). The program does not apply to any transaction/merchant category as BOC Credit Card (International) Limited (the “Company”) may at its sole discretion determine from time to time. The Program does not apply to the BOC Dual Currency Card spending in Mainland China for the purpose of property, motor vehicle, fuel, air ticket, hospital and the settlement of school fees, as well as purchases in wholesale and supermarkets. The Company reserves the right to change the above mentioned categories and merchants from time</p> |

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| | <p>to time at its sole discretion. Eligible transactions, whether posted or not and subsequently partly or fully cancelled, refunded or reversed (including tax refund on purchases) will not be eligible for Gift Points.</p> <p># The Gift Point Reward Program is not applicable to bill payment made to payees such as the “Inland Revenue Department” , “Banking and Credit Card Services”, “Securities Broker”, “Credit Services” and under the bill type of “Policy Loan Repayment”. For bill payments made to other merchant categories via Online Bill Payment, "JET Payment", Octopus Automatic Add Value Service transactions, person to person (P2P) fund transfer via mobile device/app/electronic platform as well as retail transactions under Supermarket, Convenience Store, Grocery Stores, Miscellaneous Food Stores and Government Department categories, each eligible BOC credit card's main card and additional card account is entitled to an aggregate maximum of 10,000 Gift Points per statement cycle. Merchant categories are defined by Visa, MasterCard, China UnionPay or BOC Credit Card (International) Ltd at sole discretion and may subject to change from time to time.</p> |
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Please note that above amendments shall be binding on you if you continue to use or retain your BOC credit card(s) and/or account(s) with us after the relevant Effective Date. If you decline to accept the above amendments, you have the right to terminate your BOC credit card(s) according to the relevant clause under the existing User Agreement before the Effective Date. In case you would like to terminate your BOC credit card(s) or should you have any queries, please feel free to call our 24-hour Customer Services Hotline at 2108 3288.

Should there be any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

Consumer Credit Review Check

We perform consumer credit review check on a regular basis with a view to providing tailor-made credit facilities to our customers. We may access your consumer credit data held by a credit reference agency within the next 12 months to consider, without limitation, increasing, decreasing or cancelling your credit limits. You may approach TransUnion Ltd. (Tel. 2577 1816) for access to your said data.

BOC Credit Card (International) Ltd.

July 2017